ANNEX .TRAVEL - SPECIAL CONDITIONS FOR THE .TRAVEL gTLD
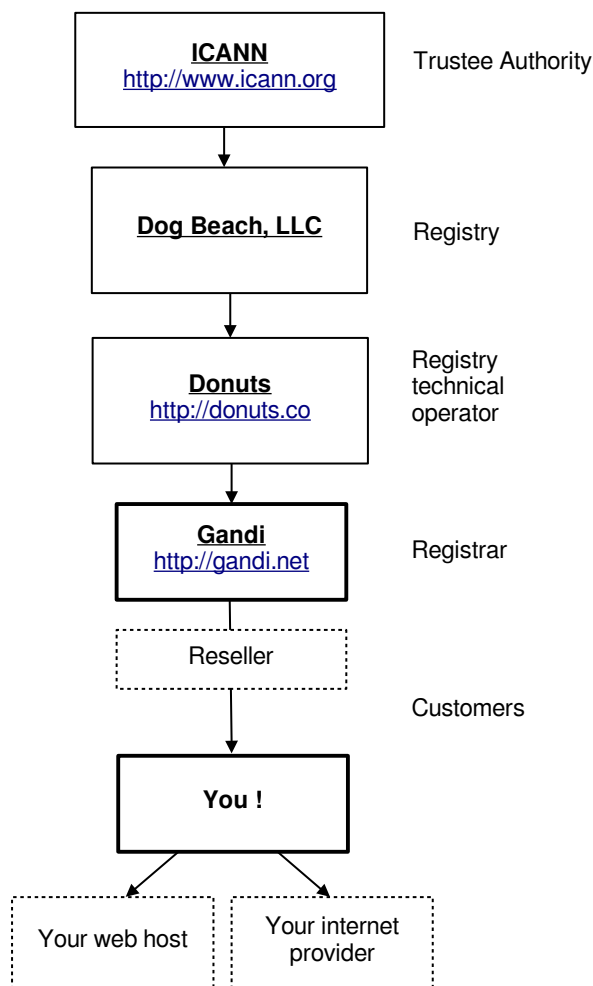
version 2.0 – May the 15th, 2018

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

.TRAVEL is a generic Top-Level-Domain (gTLD) dedicated to the travel and tourism sector. The following diagram presents the various parties involved and the Trustee Authority for the .TRAVEL TLD:

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

Section .TRAVEL.2. Registration terms and conditions

When You apply to register a .TRAVEL 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 .TRAVEL domain names, as defined by ICANN, Dog Beach LLC and Donuts, and which may be viewed at the following pages:

• Registry Policies:
  https://donuts.domains/about/policies
• ICANN Consensus Policies:
  http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the Registry and Donuts. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and accepted these rules on Our website.

The Registry and its affiliates including Donuts, and their respective managers, directors, employees, contractors, and agents are not a party to this contract. However the Registry and Donuts are third-parties beneficiary of the present contract.

The contract between ICANN and the .TRAVEL Registry is available at the following address:
http://www.icann.org/en/about/agreements/registries/travel

Section .TRAVEL.3. Special requirements

.TRAVEL special requirements are available at:
http://www.gandi.net/domain/travel/info

.TRAVEL domain names are open to all people or businesses engaged in all things travel related. Registrants of .TRAVEL domains should acknowledge prior to registration that they are engaged in or plan to engage in activities related to travel.

Some words are reserved or prohibited, in particular:
http://www.icann.org/en/about/agreements/registries/travel
(specification 5. schedule of reserved names).

Section .TRAVEL.4. Registration period

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

Section .TRAVEL.5. Pricing

Our prices can be viewed at:
https://www.gandi.net/domain/price/detail/travel

Section .TRAVEL.6. 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.

In addition, You consent to the use, copying, distribution, publication, modification and other processing of Your personal data by the Registry and Donuts. Your personal data are collected and used by the Registry and Donuts in accordance with the privacy policy established by Donuts which may be viewed at the following page: https://donuts.domains/about/policies/privacy-policy/

You also accept that the Registry and Donuts display Your personal contact information in the Whois database.

Both the Registry and Donuts reserve the right to review the data indicated in the Whois database in order to verify the contact information associated to a domain name.

Section .TRAVEL.7. Dispute resolution policy

You agree to participate in and fully abide by any decision made as part of the dispute resolution procedures adopted by both the Registry and Donuts, including without limitation the Acceptable Use Policy (AUP), the URS and the UDRP procedures.

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 accordance with the AUP enacted by Donuts, if You are repeatedly engaged in abusive registrations or practices, the Registry and/or Donuts may, at their sole and entire discretion, delete all Your current and future registrations and refuse any new registration under all extensions managed by Donuts, as well as the ones of parties that have been acting in concert with You.

You also agree that disputes arising from the terms and conditions enacted by the Registry and Donuts, or related to the allocation of a domain name, will be submitted to a binding arbitration.

Section .TRAVEL.8. Transfer (change of Registrar)

The transfer-in process is started on Our Interface. Before requesting the transfer of the domain, please be sure that 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 .TRAVEL.9. Ownership change

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

Section .TRAVEL.10. 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 the normal price is possible during this period.

At this time, the domain name is placed in Quarantine status and can be restored, in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department. The length of the Quarantine period is 30 calendar days.

If the domain is neither renewed nor restored within these deadlines, the Registry will delete the domain name, which will become available for registration on a "first come first served" basis.

Section.11. Registrant representations, obligations and indemnification

By submitting a registration or modification request You acknowledge that:

• Your request must contain true, accurate and up-to-date information, must be made in good faith, for a lawful purpose, and must not infringe the rights of any third party,
• You have to participate in good faith in any proceedings as established by the Registry, Donuts, and ICANN,
• You have to accept and abide by the rules and policies enacted by the Registry and Donuts.

If You register a domain name consisting wholly of a letter/letter two-character present on the ISO 3166-1 Alpha 2 (two-character country codes), You represents that You shall undertake any necessary steps to ensure against misrepresenting or falsely implying that You are affiliated, sponsored or endorsed with, either in a personal or business capacity, a government or country-code manager, if such affiliation, sponsorship or endorsement does not exist.

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 (within 30 days of demand) to indemnify and hold harmless the Registry, Donuts, Donut's service providers and Gandi, their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses (including on appeal) arising out of or relating in any way to Your domain name, including, without limitation, the choice, registration, renewal, deletion, transfer or use of Your domain name and/or the violation of any applicable terms and conditions governing the registration of a domain name. You shall not enter into any settlement or compromise of any such claim without Gandi's prior written consent that shall not be unreasonably withheld. 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.12. Exclusion of liability and actions of the Registry and Donuts

You expressly acknowledge and accept that the Registry and Donuts will be entitled, but not obligated, to reject an application or registration, or to delete, revoke, suspend, cancel or transfer a registration:

• to enforce the rules and policies established by the Registry, Donuts, and ICANN each as amended from time to time,
• that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry, Donuts and ICANN,
• for violation of the present contract or the rules established by the Registry, Donuts or ICANN,
• to protect the integrity and stability of the domain names system,
• to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement   or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry, Donuts and ICANN may retain to oversee the arbitration and mediation of disputes,
• to establish, assert, or defend the legal rights of the Registry, Donuts or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, Donuts, their affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
• to correct mistakes made by the Registry, Donuts or any

Registrar in connection to the registration of a domain name,
- as otherwise provided in the terms and conditions and the contracts of the Registry and Donuts.

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

It is not the obligation of the Registry and Donuts to notify You in advance of the termination or expiration for any reason of Your domain name and particularly they shall be entitled, but not obligated, to immediately suspend or delete Your domain name that is in breach of the Registry and Donuts terms and conditions or any other applicable law or regulation.

You agree that You may not claim any compensation for damages of any sort from the Registry or Donuts such as, but not limited to, any fees payable or paid within the context of a dispute initiated against any decision of the Registry and/or Donuts.

-end of annex .TRAVEL-