

## ANNEX .CYMRU - SPECIAL CONDITIONS FOR THE .CYMRU TLD

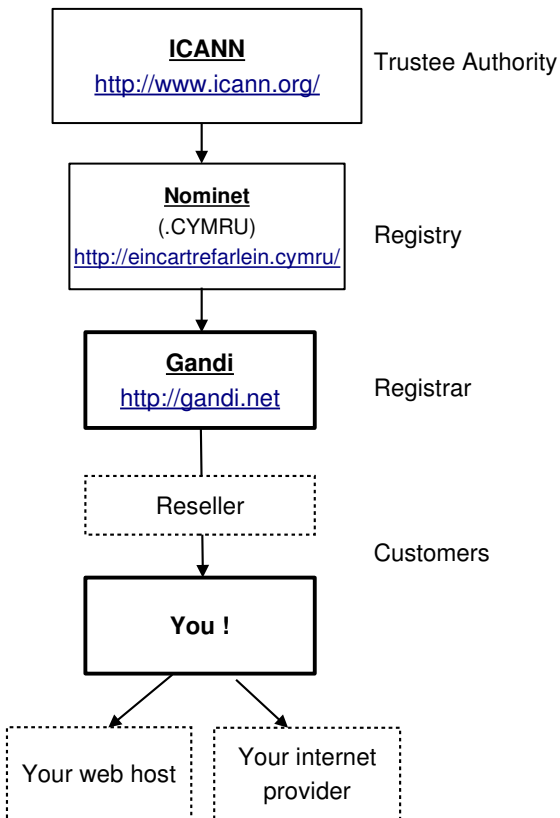
version 1.0 – May the 27th, 2015

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

.CYMRU is a generic Top-Level-Domain (gTLD) which aims to promote and support the Welsh identity. The following diagram presents the various parties involved for the .CYMRU TLD:



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

### **Section .CYMRU.2. Registration terms and conditions**

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

- Sunrise Process and Registration Rules :

<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEN0ZHNvRUFC>

- Sunrise Dispute Resolution Policy :

<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEN0ZHN5RUFC>

- ICANN consensus policies:

<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .CYMRU 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 .CYMRU Registry is available at the following address:

[www.icann.org/en/about/agreements/registries/cymru](http://www.icann.org/en/about/agreements/registries/cymru)

### **Section .CYMRU.3. Launch rules**

The .CYMRU domain name is in General Availability.

### **Section .CYMRU.4. Special requirements**

.CYMRU special requirements are available at:

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

.CYMRU domain names are open to anyone.

### **Section .CYMRU.5. "Trademark Claim Notice" period**

In accordance with ICANN rules, during 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 .CYMRU.6. Reserved names and premium domain names**

Some words are reserved or prohibited:

-<http://www.icann.org/en/about/agreements/registries/cymru>

(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.

-names in connection with the founder's program,

-names comprising country and territory names

-relating to the International Olympic Committee, International Red Cross and Red Crescent Movement,

-comprising identifiers for Intergovernmental Organisations or

-for other statutory bodies and organisations with Royal Charter

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 .CYMRU.7. Registration term**

The registration term is 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 .CYMRU.8. Pricing**

Our prices may be viewed at:

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

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

#### **Section .CYMRU.9. Storage of contact information**

In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name is recorded and made available to ICANN and IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent), in addition to messages pertaining to each registration or modification, during the entire duration of the registration of the domain name, plus the two following years.

You accept that the Registry can access Your personal contact information and display it in the public [Whois](#) database. You also consent to the use, copying, distribution, publication, modification and other processing of Your personal data by the Registry and its designees and agents in a manner consistent with the purposes specified in Registry's data protection and privacy policies.

For the purposes of the Data Protection Act 1998, any personal data (as defined in the data protection Act 1998) contained in an application, or any documentary evidence provided, will be processed solely for the purposes of:

- (a) administering the phased release
- (b) for the launch phase Whois Service
- (c) Evaluating whether the applicant is the proprietor, licensee or sub-licensee of an TMCH Registered Mark
- (d) Evaluating whether the applicant has used the TMCH registered mark in Wales and
- (e) where an applicant is successful in securing a domain name registration, registering the domain name in question

Following the registration of a domain name, a successful applicant's personal data will be processed in accordance with the terms of the Registry's terms and conditions of domain name registration.

#### **Section .CYMRU.10. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .CYMRU domains, that You agree fully abide by.

You may view general documentation on the UDRP procedure at the following addresses:

- ICANN domain name dispute resolution policies:  
<http://www.icann.org/udrp>
- explanations:  
<http://www.icann.org/en/udrp/udrp.htm>
- Policy:

<http://www.icann.org/en/dndr/udrp/policy.htm>

- Rules:  
<http://www.icann.org/dndr/udrp/uniform-rules.htm>
- Dispute Resolution Service Providers:  
<http://www.icann.org/en/dndr/udrp/approved-providers.htm>

The URS rules are available at the following page:

<http://newgtlds.icann.org/en/applicants/urs>

### **Section .CYMRU.11. 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 .CYMRU.12. 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 .CYMRU.13. 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 .CYMRU.14. 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.

By submitting a registration or modification request You represent and warrant that:

- The information You provided in the Application (including the documentary evidence, where applicable) is true, accurate and up-to-date and is made in good faith, for a lawful purpose and does not infringe the rights of any third party
- You shall participate in good faith in the phased release
- You will co-operate with the Registry and the validation agent and in particular (but without prejudice to the generality of the foregoing words shall respond promptly and accurately to any requests for further information or clarification that the validation agent and/or Registry may make; and
- You accept and will abide by these rules and any other applicable Registry rules, protocols, policies or procedures
- You will not use the registered name for any unlawful purpose

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.

To the maximum extent allowed under English law, neither the Registry nor the Validation Agent or the Auction provider shall be liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, tortious (including negligence) or otherwise arising, resulting from or related to registration, validation or use of a domain name or to the use of the registry's systems or web site, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a domain name on the basis of the findings of the validation agent, as well as the consequences of those decisions. Nothing in these rules should be taken as limiting the Registry's, the Validation Agent's or the Auction Provider's liability in relation to death or personal injury caused by the Registry's negligence, nor for any liability due to fraudulent misrepresentation.

To the extent allowed under the laws of England and Wales, aggregate liability for damages shall in any case be limited to the amounts paid to the Registry in relation to the application concerned (for the avoidance of doubt, excluding additional fees paid by the applicant to Gandi or reseller, validation agent and/or auction fees). You agree that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by You in the context of any proceedings initiated against a decision by the Registry to register or not to register a domain name.

You agree that You shall indemnify and hold harmless each of the Registry, the Validation Agent or the Auction Provider from claims filed or disputes initiated by third parties, and shall indemnify and compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it, on the grounds that the application for or the registration or use of the domain name by You infringes

the rights of a third party or that any of the documentary evidence is defamatory or discloses the confidential information of any third party. This indemnification obligation survive the termination or expiration of this agreement.

The exclusions of liability and indemnity benefiting the Registry, the Validation Agent and the Auction provider shall also apply to their respective members, directors, employees and/or subcontractors.

#### **Section .CYMRU.15. Exclusion of liability and actions of the Registry**

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- that does not contain complete and accurate information as described in the Registry' rules, or is not in compliance with any other provision of these rules,
- that, in the TMCH registered rights sunrise or the Welsh Business priority phase, does not in the Registry's sole discretion satisfy the criteria for validation set out in these rules or
- to protect the integrity and stability of Registry's systems; or
- that in the Registry's sole discretion would on the face of it tend to indicate, compromise or promote a serious sexual offence and that there is no legitimate use of the domain name which could reasonably be contemplated; or
- in order to comply with any laws or regulations of England and Wales or the EU, or any decisions of any court of competent jurisdiction; or
- to avoid liability on behalf of the Registry including its affiliates, directors, officers, employees, subcontractors and/or the validation agent and auction provider and their respective affiliates, directors, officers, employees and/or subcontractors
- to correct mistakes pertaining to the registration of a domain

name done by the Registry or any Registrar;

- in compliance with the terms and conditions and the policies of the Registry

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

By submitting an application, You agree to comply with and be bound by the Policies of the Registry, and You accept and acknowledge that any failure to comply with these policies may result in Your application being rejected or Your domain name registration being cancelled. In the event of rejection of the application or cancellation of the domain name registration in these circumstances, none of the fees You paid in connection with Your application will be refunded, including the application fees, the registration fee, or the successful bid in the auction.

You agree to submit to proceedings commenced under ICANN's dispute resolution procedures relating to Rights Protection Mechanisms (RPMs), including, without limitation, the obligation to handle payments for renewals or restoration by the complainant in any proceeding in cases where the complainant prevails.

You agree to be bound by the terms and conditions of the initial launch of the registry TLDs including without limitation the RPM's and the dispute resolution procedures relating thereto, and further to acknowledge that the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RPMs and the dispute resolution procedures relating thereto, including, without limitation :

- (a) Your ability or inability to obtain a registered name during these periods
- (b) the results of any dispute over the outcome of dispute resolution proceeding

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